परिशिष्ट –03

Chhattisgarh State Cooperative Marketing Federation

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REQUEST FOR PROPOSAL FORSELECTION OF AGENCY FOR SAMPLING, INSPECTION &TESTING OF HDPE BAGS FOR PACKING OF FOOD GRAINS AS PER BIS 14887:2014(with latest amendments)

RFP No.: _____
Date: XX-XX-2021

DISCLAIMER

All information contained in this Request for Proposal (RFP) Document is in good interest and faith. This is not an agreement and is not an offer or invitation to enter into an agreement of any kind with any party.

Though adequate care has been taken in the preparation of this RFP Document, the interested firms shall satisfy itself that the document is complete in all respects. The information is not intended to be exhaustive. Interested Bidders are required to make their own enquiries and assumptions wherever required.

CG MARKFEDreserves the right to reject any or all of the proposals submitted in response to this RFP Document at any stage without assigning any reasons whatsoever. CG MARKFED also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFP Document response. CG MARKFED reserves the right to change/ modify/amend any or all of the provisions of this RFP Document. Such changes would be posted its website (www.markfed.cg.nic.in).

Neither CG MARKFED nor its employees and associates will have any liability to any prospective respondent interested to apply or any other person under the law of contract, to, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP Document, any matter deemed to form part of this RFP Document, the award of the Assignment, the information and any other information supplied by or on behalf of CG MARKFED or their employees and bidder or otherwise arising in any way from the selection process for the Assignment.

Information provided in this document or imparted to any respondent as part of the RFP Document process is confidential to CG MARKFED and shall not be used by the respondent for any other purpose, distributed to, or shared with any other person or organization.

Introduction

The Chhattisgarh State Cooperative Marketing Federation (MARKFED) is an Apex level Federation of Cooperative Marketing Societies in the State of Chhattisgarh. Chhattisgarh State Cooperative Marketing Federation Limited, Raipur (Registration No. 216 dated 31.10.2000) came into existence simultaneously with the creation of new Chhattisgarh State on 1st November 2000. MARKFED executes the work of paddy procurement under Price Support Scheme and supply of chemical fertilizers and plant protection material to the farmers of the state as per the instructions of Government.

Online tenders are invited for the selection of agency for sampling, inspection and testing of about 1,13,000 bales of HDPE/PP bags for packaging of food grains of 50 K.G(BIS 14887:2014). The bidder will be obliged to do sampling, inspection and testing of the bags at the approved rate at the godowns / procurement canters located in different districts of the state.

Therefore, the bidders should keep the above facts in mind and participate in the tender accordingly. Please submit your competitive rates online after thoroughly studying the tender invitation notice issued by the Chhattisgarh Markfed and this tender document which also contains technical specifications of bags.

Managing Director

C.G. State Cooperative Marketing Federation Limited,

Headquarter, Nawa Raipur Atal Nagar (Chhattisgarh)

Information Regarding Tender 2021-22

Online tender has been invited for the selection of agency for sampling, inspection and testing of about 1,13,000 bales of HDPE bags for packaging of food grains according to desired technical specifications. This is a tender document for inviting online tenders from eligible bidders fulfilling the minimum qualifications. The tender document is available for download on website http://eproc.cgstate.gov.in

1. Availability of Tender Document for perusal	This Tender Document has been made available on the website of Chhattisgarh Markfed for study only.
2. Purchase Price of Tender Form	Rupees 5000.00 (Five thousand only) (Inclusive of all taxes) Processing fee payable through e payment gate way, which is not refundable in any case.
3.Last date and time for online purchase and submission of tender documents	11.11.2021, 05:00 PM
Place fixed for opening the tender.	Markfed HQ Raipur
RFP Publication Date	13.10.2021
Last date& time for pre-bid queries	22.10.2021. 02:00 P.M
Pre-Bid meeting date, time & venue	22.10.2021, 12:00 PM, C.G Markfed Head Office, Atal Nagar Nava Raipur, Chhattisgarh
Last date & time for bid submission	11.11.2021, 05:00 PM
Opening of the PQ cum TQ Bid	12.11.2021, 12:00 PM
Opening of Financial Bid	To be decided
Method of Selection	Least Cost System – LCS
Earnest Money Deposit	EMD amount Rs 5,00,000 (Rs. Five Lakhs only)in the form of Bank Guarantee/ Demand Draft with 180 days validity Soft copy of Bid Security/Earnest Money Deposit (EMD) in the form of Bank Guarantee (BG) or Demand Draft (DD) to be uploaded on e-proc. Hardcopy of original EMD Bank Guarantee / Demand Draft to be submitted at CG MARKFED Head office latest by the bid submission due date/time.
Address & contact details for communication	Chhattisgarh State Cooperative Marketing Federation (CG MARKFED), 6th floor, Tower-A, CBD Building, Nava Raipur Atal Nagar

Comment :-

1. The date and time of receipt of tender will not change even if the holiday is declared. If the date fixed for opening of tender's technical bid and financial bid is declared a holiday, then the tender will be opened on the next working day.

1 GUIDELINES FOR e-TENDERING

1. **Vendor / Bidder Registration on the e-Procurement System:**

- All the Users / Bidders (Manufacturers / Operators / Suppliers / Vendors / Distributors etc.) registered with and intending to participate in the Tenders of various Govt. Departments / Agencies / Corporations / Boards /Undertakings under Govt. of Chhattisgarh processed using the Integrated e-Procurement System are required to get registered on the centralized portal https://eproc.cgstate.gov.in
- The non – registered users / bidders who are also eligible to participate in the tenders floated using the e-Procurement system are also required to be registered online on the procurement system
- Vendors are advised to complete their online enrolment / registration process on the portal well in advance to avoid last minute hassle, it is suggested to complete enrolment at least four days before the last date of bid submission date, failing which may result in non-submission of bids on time for which vendor/end user shall be solely responsible.
- For more details, please visit https://eproc.cgstate.gov.in or call Toll free 1800 419 9140 or email helpdesk.cgeproc@mjunction.in

2. **Digital Certificates:**

- The bids submitted online must be signed digitally with a valid Class II / Class – III Digital Signature Certificate to establish the identity of the bidders submitting the bids online. The bidders may obtain pair of Encryption & Signing Class – II / Class – III Digital Certificate issued by an approved Certifying Authority (CA) authorized by the Controller of Certifying Authorities (CCA), Government of India.
- Note: It may take up to 7 to 10 working days for issuance of Class-II/Class-III Digital Certificate, Therefore the bidders are advised to obtain it at the earliest. It is compulsory to possess a valid Class-II / Class-III Digital Certificate while registering online on the above-mentioned e-Procurement portal. A Digital Certificate once mapped to an account / registration cannot be remapped with any other account / registration however it may be inactivated / deactivated.
- The bidders are advised to keep their Digital Certificates secure to be used whenever required and comply with IT Act 2000 & its amendments and CVC guidelines.
- The digital certificate issued to the authorized user of an individual / private limited company / public limited company / joint venture and used for online bidding will be considered as equivalent to a no-objection certificate / power of attorney to the user.

3. **Online Payment:**

- As the bid is to be submitted only online, bidders are required to make online payment(s)of the Registration fee / Transaction or Service fees / Tender fee using the online payments gateway services integrated into the e-Procurement system using various payment modes like Credit Card / Debit Card / Internet Banking / Cash Card / NEFT / RTGS etc. OR as per detailed in relevant section of this RFP.

4. **Setup of User's Computer System:**

- In order to operate on the e-Procurement system for a bidder / user, the computer system / desktop / laptop of the bidder is required to have Java ver. 765, Internet explorer 9 / 11, latest Mozilla Firefox with IE Tab V2 (Enhanced IE Tab) or any other latest browser. A detailed step by step document on the same is available on the home page. Also, internet connectivity should be minimum one MBPS.

5. **Submit Online Bids:**

- Bidders have to submit their bid online after successful filling of forms within the specified date and time as set in the tender.
- The encrypted bid data of only those bidders who have submitted their bids within the stipulated date &time will be accepted by the e-Procurement system. It is expected that the bidder completes his bid ad submit within timeline, a bidder who has not submitted his bid within the stipulated date &time will not be available during opening.
- Bid documents uploading during bid preparation should be less than five MB (for individual document) and overall bid documents should be less than fifty MB.

6. Submission of Earnest Money Deposit (EMD):

- The bidders shall submit their Earnest Money Deposit (EMD) as mentioned in the Notice Inviting Tender (NIT)/ RFP. Bidders also have to upload scanned copy of Earnest Money Deposit instrument along with the reference details online.

7. Opening of Tenders:

- The concerned department official receiving the tenders, or his duly authorized officer shall first open the online Earnest Money Deposit envelope of all the bidders and verify the same uploaded by the bidders. He / She shall check for the validity of Earnest Money Deposit as required. He / She shall also verify the scanned documents uploaded by the bidders, if any, as required. In case, the requirements are incomplete, the next i.e. technical and commercial envelopes of the concerned bidders received online shall not be opened.
- The concerned official shall then open the other subsequent envelopes submitted online by the bidders in the presence of the bidders or their authorized representatives who choose to be present in the bid opening process or may view opened details online.

1. **Duration of work in Tender**: - The prescribed working period of the tender is up to 30 April 2022 from the date of receipt of tender.

2. **Objectives of the tender**: - The main objective of this tender is selection of agency for sampling, inspection and testing of about 1,13,000 bales of HDPE bags for packaging of food grains at desired locations as per desired technical specifications, as per requirement of Chhattisgarh Markfed. The successful bidder will have to enter into contract at the approved rates on the prescribed terms and conditions for this period.

3. Scope of work: - Scope of work shall be to carry out sampling, inspection & testing of finished HDPE Bags as per following details:

Approximate 1,13,000 bales of HDPE Bags for food grains in different districts of Chhattisgarh Items to be inspected/Tested as per technical specifications attached in Annexure . It will also include physical verification of woven sacks as per lot quantity, sampling as per 14887:2014 with latest amendments, coding of samples and forwarding of samples, coding and drawing of duplicate samples and submitting desired reports to Markfed.

3. **Schedule of Inspection**

You have to carry out the sampling & inspection as per the delivery orders issued to our suppliers from time to time. Soon after the issuance of Delivery Order, Markfed shall inform the name of supplier and quantity to be inspected at the respective location.

The supplier shall communicate you the dispatch details of each lot. Your representative at district godowns should be in touch with our authorized representative (District Marketing Officer) to arrange for drawing of samples in the presence of our authorized representative. The samples have to be tested for various specifications/parameter as per attached annexure on immediate basis. The testing report must be delivered/faxed to our authorized representative at the Makfed HQ with a copy to District DMO office.

The reports for the rejected bags should be printed in Red & those accepted in Green.

4. **Minimum Qualifications and Mandatory Documents Description**: - Tenders are invited by the Chhattisgarh Markfed from the Partnership Firm or Company having experience in Third party inspection of HDPE/PP bags. The following qualifications mentioned in the Minimum Qualification column must be fulfilled by each bidder. In order to be successful in the tender, the bidder must fulfil the following qualifications.

4. Every bidder will have to fulfil the following qualifications.

1.1 Pre-Qualification-cum-Technical Criteria

Pre-Qualification-cum-Technical Proposal will be evaluated first and only those bidders who qualify the requirements will be eligible for commercial evaluations. The commercial evaluation would be based on Least Cost selection-LCS -L1.

#	Eligibility criteria	Documents to be submit	Document nomenclature
1	Bidder should make a payment Rs. 5000 (Rupees Five Thousand only) towards tender document fee	Soft copy of Bank receipt for online transaction towards tender document fee to be uploaded on e-Proc website	PQ1_Tender fee
2	Bidder should make a payment Rs. 5,00,000/- (Rupees Five Lakhs Only) towards Bid Security/EMD	Softcopy of EMD DD/Bank Guarantee to be uploaded on e-Proc website	PQ2_EMD BG
3	The bidder should be a company registered under Indian Companies Act, 1956 /2013 or a Partnership Firm registered under Indian Partnership Act, 1932 or Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008.	Copy of Company Registration Certificate/ Certificate of Incorporation/Copy of partnership deed	PQ3_IdentityProof
4	The bidder should have minimum average annual turnover of INR 2 crore in the last two financial years.(FY 19-20, FY 20-21).	Audited Balance Sheets and P/L statement for financial years A certificate clearly mentioned the turnover	PQ4-1_Audited& PL sheet PQ4-2_CAcertificate
5	Bidder should be in the business of Sampling, Inspection & Testing of bags for the last 3 financial years i.e FY 2017-18, 2018-19 and 2019-20,and should have tested at least 50,000 Bales of HDPE/PP bags of similar specification in last three financial years.	Copy of Work Order + copy of Agreement (clearly highlighting the specific tasks related to this technical criteria)	PQ5-1_WorkOrder PQ5-2_Agreement
6	The bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices nor should have been blacklisted by any Govt. or Govt. undertaking organization at the time of submission of the bid	Self-declaration certificate signed by the authorized signatory, in the prescribed format	PQ6_BlackList
7	The bidder should have valid PAN number	Copy of PAN	PQ7_PAN
8	The bidder should have valid GST number	Copy of GST registration	PQ8_GST
9	The bidder should have in-house testing facility.	Duly stamped self-certification on bidder's letter pad.	PQ9_License
10	The bidder should have certification from NABL (National Accreditation Board for Testing and Calibration Laboratories) in both chemical field and Mechanical field.	Self-attested copy of certificate issued by NABL	PQ10_Certificate

The mandatory documents have to be scanned in A-4 size and uploaded along with the technical bid. In case of unreadable documents, the tender will be rejected.

5. Definitions -

5.1 The word “contract” includes, invitation to tender, tender instructions, contract thereof, addendum thereof, acceptance of tender and such general and special conditions as may be added therein. This contract will be subject to Indian Contract Act 1872.

5.2 The term “Managing Director” means the Managing Director under whose administrative jurisdiction the supply work in which the contract relates will be executed, and shall include other officers authorized by the Managing Director.

5.3 The term "bidder" means the person or persons, firm or company etc. with whom the contract sampling, inspection and testing of about 1,13,000 bales of HDPE/PP bags for packaging of food grains of 50 KG.(BIS 14887:2014).has been entered into and the bidder shall include their heirs/successors, executors, administrators and their permitted officers, as the case may be.

5.4 The term “Markfed godown” hereinafter referred to as the Godown, means a warehouse or site owned or held by the Markfed from where HDPE/PP bags are stored and supplied.

5.5 The term “supply centre” means a godown or any other place owned or possessed by Chhattisgarh Markfed, including base depots/ procurement centers/ rice mills/ or any other government or non-government agency. Foodgrains/sugar/salt/pulses/oilseeds/paddy/edible oil and other commodities and other items are stored and supplied for operation of public distribution system or all other schemes or Chhattisgarh Markfed's own business.

5.6 The term “warehouse” shall mean the warehousing agency belonging to the Chhattisgarh Markfed such as Food Corporation of India, State Warehousing Corporation/Central Warehousing Corporation, godowns at Mandi, and other Government/co-operative institutions/private hired on own or on lead. Warehouse included.

5.7 The term “services” shall mean and include the performance of any of the items of the works mentioned in the tender instructions/conditions/rules. It also includes such auxiliary additional and relevant duties, services and functions as may be performed by the District Marketing Officer or any other officer posted at the Base Depot/Centre.

5.8 The term “District Marketing Officer” means, In the State Cooperative Marketing Federation Limited, the District Marketing Officer/in-charge District Marketing Officer working at the district level, under whose administrative jurisdiction those base depots/storage centers come for whose work the bidder has been appointed.

5.9 The term “approved rate” means the rate or rates which shall be accepted by the Competent Authority or the officer authorized by him.

5.10 The term “Manufacturer” shall mean the bidder who manufactures HDPE bags of 50 Kg capacity for packaging of food grains.

5.11 The word "loading" refers to the lifting of bales, loading into a vehicle.

5.12 The term “unloading” means unloading of bales from the vehicle at the destination point, arranging the bales in stacks up to the stack.

5.13 The term “collection centre” shall mean a warehouse or other place, etc., owned or held by the Chhattisgarh Markfed, where the Chhattisgarh Markfed intends to store the stock.

5.14 The term "co-operative society" means a society registered under the Co-operatives Act 1960.

5.15 The term “District Collector” means the Collector of a revenue district declared by the State Government.

5.16 Words: “Gathan” or “Bale” means the knots of HDPE BAGS which contains 500 bags.

6. Online Purchase of Tender Document - Processing fee will be payable online. The amount of Tender Document fee of Rs.5,000/- (Rupees five thousand only) (including GST) will be payable through payment gateway. Rs.5,000/- That is, the purchase price of the tender form will not be refundable under any circumstances.

7. HOW TO SUBMIT ONLINE TENDER -

7.1 Online tenders have been invited by the Chhattisgarh Markfed for the selection of agency for sampling, inspection and testing of about 1,13,000 bales of HDPE bags for packaging of food grains

7.2 Tender to be submitted online through e procurement portal on the basis of two bid system

1. TECHNICAL BID

2. FINANCIAL BID

7.3 To get technical assistance and clarification related to online filling of tender documents and tender process, toll free number of e procurement helpdesk can be contacted from 10.00 a.m. to 7.00 p.m.

7.4 Submission of Technical Bid:- Financial bid will not be opened in the absence of Annexure-02, hence it will be mandatory to upload self-attested scanned and self-attested Annexure-02 along with Technical Bid.

7.5 Submission of Financial Bid-

7.5.1 The bidders shall submit the rates online on the website by the authorized personas per the proforma given in Annexure-04 of the Financial Bid.

7.5.2 The rates in the Financial Bid should be legible, clear in figures and words. In case of difference in figures and words in the bid, the lowest of the two rates will be accepted.

7.5.3 If the bidder is not successful in the technical bid, his financial bid will not be opened and will not be considered.

8. Submission of Tender:

8.1 Tenders - To be submitted online only as per mentioned in the document. All the documents related to the tender will be accepted before the date of opening of the tender.

8.2 Conditional tender will not be considered.

9. Digital Signature in the Tender -

9.1 The online tender should be submitted under the digital signature of the bidder or his competent authority. In the tender, his full name, full address and status (eg owner/partner/company secretary/managing director/head or operator will be compulsorily clarified. It will be mandatory to upload the self attested original Power of Attorney document. In the absence of the said Power of Attorney, the tender will not be considered. It is mandatory to have the seal with the signature of the head of the firm/company along with the names of the partners/officers. In the absence of proof of jurisdiction, the technical bid will be rejected.

9.2 Signing the Tender Form:- Only the authorized tendering authority of the firm/company should digitally sign the tender form, they will produce valid proof of status. In the absence of proof, the technical bid will be rejected.

10. Earnest Money Deposit

10.1 Security Deposit (Earnest Money Deposit)- The bidder will have to deposit the prescribed Earnest Money Deposit amount of Rs. 5,00,000/- (Rupees Five Lakh only) along with the Technical Bid through BG/DD.

10.2 Earnest money deposited with any other tender form or for other work will not be considered as deposit for this tender form.

10.3.2 Earnest money of unsuccessful bidders will be refunded at the earliest after opening of financial bids.

10.3.3 No interest will be paid on the Security Deposit (Earnest Money/Security Amount) under any circumstances.

11. **Rate of Tender**

11.1 The rates to be filled in the tender form shall be inclusive of all expenses. In this, all the expenses of sampling, testing, inspection and documentation (all types of taxes, cess duty, inspection expenses, transportation expenses, excise duty, entry tax, service tax and transit insurance etc.)

11.2 There will be no change in the contracted rates as a result of change in the rates of tax, labour and transportation expenses etc.

11.3 The rate shown in the tender given by the bidder will be considered for the complete period of tender.

11.4 Conditional rates / conditional tender will be invalid.

11.5 No amount will be paid to the successful bidder by the Chhattisgarh Markfed other than the accepted rates.

12. **Procedure for opening of tender**: The appointed committee will open the technical bid online in front of the tenderers present at the prescribed venue, date and time. The technical bids of the tenderers will be examined and after the declaration of successful tenderers in the technical bid , the online financial bids of the successful tenderers will be opened. The financial bid will be read out on the stipulated date and time. The tenderers themselves and their authorized representatives can be present at their own cost at the time of opening of tenders.

13. **Determination of the L1 tenderer:** - On the basis of the rate offered by the tenderer for sampling, inspection and testing of about 1,13,000 bales of HDPE bags for packaging of food grains., the tenderer whose rate will be the lowest, the same tenderer will be declared as the first lowest(L1).

13.1 The approved tenderer will have to produce the mandatory documents in original at the time of entering into the contract. If the approved tenderer fails to produce the original mandatory documents, action will be taken against him as per the tender document. Along with this, the Chhattisgarh Markfed will also be able to take legal action.

14. **Failure to submit the mandatory document/revision/retract/non-contract:** - IF the tenderer fails to produce the mandatory document in original while entering into the contract, amends the rate submitted in the tenderor retracts from its rate or If the contract is not signed by the date, then action will be taken as:-

14.1. Earnest money will be forfeited.

14.2. Tenderer, firm / firm's partner / company will be banned from participating in any tender of the Chhattisgarh Markfed for the next 03 years.

15. **Composition of the Tenderer**: - The Tenderer shall declare whether he is a Registered Partnership Firm or a Private Limited Company or a Public Limited Company incorporated in India, etc., at the time of submission of the Tender. The composition of the partnership firm, the names of the operators of the company, if any, the names of the contracting members of the consortium should be clearly indicated in the tender. Tenderers will nominate such persons, in whose hands the control and active management of the work related to the contract will be in the hands of the contract. The names of these persons, authorization letter, name, address, attested signature will be submitted by the tenderers in desired format at the time of contract. Such nominated persons shall be deemed to have duly obtained power of attorney from the tenderer in respect of the contract and shall be bound to perform all his works.

16. **Status of the Tendering Firm:** - The Tenderer shall not make any change in the composition of the firm during the period of contract without the prior permission of the Marketing Federation. The tenderer shall immediately inform the Chhattisgarh Markfed in the event of death or resignation of any of his partner/ operator, if the change in the composition of the firm becomes necessary as per the conditions of the firm under the Indian Act, 1932, in such case such Registrar of Firms and Societies, It will be mandatory to submit the certified copy to the Chhattisgarh Markfed immediately within seven days of such change.

17.**Distance for possible transportation:** - Tenderer himself should be aware and familiar with the geographical situation about the distance etc. No objection will be entertained after acceptance of tender.

18. Purpose of the contract: - Under the contract, the tenderer will do sampling, inspection and testing of about 1,13,000 bales of HDPE bags for packaging of food grains at the specified place. Along with this, additional assistance and contingency duties/services and operations, which shall not be inconsistent with these terms and conditions, shall be performed as per orders.

19. **Parties to the contract: -** The parties to the contract are the tenderer and the C.G. State Co-operative Marketing Federation limited. The contract will be signed by the tenderer himself who has filled the tender or by the person who has been legally authorized by giving power of attorney. It is mandatory for the tenderer to submit the original copy of the Power of Attorney to

the Chhattisgarh Markfed at the time of contract. The concerned General Manager (Marketing) will sign contract on behalf of the Chhattisgarh Markfed.

20. Period of Contract:

20.1 The period of contract will be 06 (six months) from the date of contract.

20.2 After the expiry of the contract period, if the Chhattisgarh Markfed so desires, it may be extended by 03 (three months) months to get the work done at the same approved rate, which the tenderer will be bound to accept.

21. Quantity of Supply Order/Work:-

21.1 During the period of the contract, no guarantee can be given to place a Wok order in a certain quantity, if no workorder has ever been placed or the quantity of order is more or less, then no claim of the tenderer will be entertained for the same.

22. Execution of Contracts:

22.1 The successful tenderer will have to deposit the prescribed security amount in the prescribed bank account of the Chhattisgarh Markfed through online arrangement or in the form of Bank Guarantee/BG, Within a maximum of 02 days from the date of issuance of letter, the details of which are as follows:-

1	Beneficiary Name	CG. State Co-Operative Marketing Federation Ltd.
2	Beneficiary Bank	IDBI BANK
3	Branch	Naya Raipur
4	MARKFED Current A/c No.	2134104000000046
5	IFSC Code	IBKL0002134

With the acknowledgment of this, they will be required to execute the contract within a maximum of 03 days after depositing the security amount by appearing in the office of the Chhattisgarh Markfed along with the required necessary documents on the prescribed stamp paper as per the prescribed format.

22.2 Documents specified by the following Chhattisgarh Markfed will also have to be submitted at the time of contract.

22.3 Required Security Deposit Acknowledgment.

22.4 The Tenderer shall hand over the list of names and addresses of all the employees employed by him and attested photographs to the Markfed in the desired number, Who will deal with the Chhattisgarh Markfed.

22.5 The original copies of all self-attested documents submitted along with the technical bid will be returned after attestation. The self-attested photocopies submitted by the tenderer in the tender will be self-certified and signed by the concerned officer and will be kept on record in the form of contract.

22.6 If the successful tenderer does not enter into the contract within the stipulated time period, the contract opportunity will be deemed to have expired and the Chhattisgarh Markfed may initiate the contract with other tenderers/interested suppliers in the order of the lowest rates.

22.7 If the successful tenderer does not enter into the contract, action will be taken as per clause 14 of the tender.

23. Security Amount:

23.1 The successful tenderer will have to enter into the contract within the stipulated period by depositing the 10 percent value of Work order in the form of BG/DD.

23.2 The entire amount of security has to be deposited in favour of the Chhattisgarh Markfed as per the following details-

1	Beneficiary Name	C.G. State Co-Operative Marketing Federation Ltd.
2	Beneficiary Bank	IDBI BANK
3	Branch	Naya Raipur
4	MARKFED Current A/c No.	2134104000000046
5	IFSC Code	IBKL0002134

Headquarter contract will be executed after providing proof of security amount deposited as above.

23.3. Even in the event of termination of the contract, the Chhattisgarh Markfed shall recover the liabilities, loss and damage, amount of security and revenue recovery .

24. **Technical specifications of gunny bags:** - New HDPE/PP bags of 50 kg. capacity for packaging of Food grains as per B.I.S. Specification No. as prescribed by IS/14887:2014 (update with amendment) Each gunny bundle (Bale) should be of 500 gunny bags.

The technical specifications, detailed quality specifications, quality details etc. have been attached in Annexure-01

25. **Receipt of work order:** - The Chhattisgarh Markfed will send the work order to the authorized representative of supplier at his specified Email ID. The successful bidder has to submit the acceptance in written in next three days.

26. **Authorized Representative**: - Tenderer will have to keep his liaison office and authorized representative at Raipur. Their name, address, telephone, mobile, fax number and e-mail address, status, attested signature and photo will be mandatory to be given to the Chhattisgarh Markfed at the time of contract.

27. **Adequacy and efficient implementation of labour**:- The tenderer will be responsible for adequate arrangement of hammals (Labour) for sampling, testing and inspection at base depots/supply centers/warehouses, procurement centers etc. In case of any damage, delay or malpractice caused by the employed labour/employees of the tenderer, the damage caused thereon will be recovered from the tenderer.

28. Implementation Report for Calculation of Delayed Days in Work:- The bidder will have to attach the testing report with each bill.

29. **Indemnity and liability of the tenderer for the loss etc. caused to the Chhattisgarh Markfed**: If the tenderer does not inspect and certify bales within the stipulated period, then any loss, additional cost, price difference etc. Incurred to Markfed due to alternative arrangement, will be recovered from the tenderer's bill.

30. Payment :-

35.1 100 percent payment will be done after submission of testing report and successful issuance of acceptance certificate by Markfed.

The tenderer will have to submit the bill along with the following documents.

(1) Bill in 03 copies.

(2) Inspection report and certificate

(3) Acknowledgment bearing the signature and clear seal of the warehouse in-charge.

(4) After receipt of OK report from District Marketing Officer/Representative of the quantity tested,

(5) In case of delay in payment due to unavoidable reasons, no interest will be paid by the Chhattisgarh Markfed.

35.2 Payment of supply will be done by RTGS/NEFT in the account of the tenderer as per rules after levying the prescribed penalties on the basis of per receipts at the accepted rate. The settlement of disputes regarding payment/supply/adjustment in any way will be subject to the procedure laid down by the Managing Director.

35.3 TDS is deducted on the total gross bill amount under the provisions of the Income Tax Act in force from time to time. The TDS certificate in respect of this deducted/adjusted TDS amount will be provided by the Markfed to the tenderer concerned, so that the tenderer will be able to get it in his income tax return by matching the credit form number 26AS.

35.4 Tax will be deducted on the total gross payable/adjusted amount of the tenderer, if charged, as per rules in force from time to time.

35.5 Any component of the cost of the tenderer, whether income tax or any other tax burden etc.

44. Disqualifications:

44.1 Disappointing / evasive performance in the sampling inspection and testing by the tenderer as per the work order given by the Chhattisgarh Markfed will be treated as disqualification.

44.2 Wilful delay, turmoil, adulteration or other fraudulent conduct on the part of the tenderer will compulsorily enrol him in the black list of the Chhattisgarh Markfed, in addition to other actions, to participate in all the tenders of the Chhattisgarh Markfed in any capacity in future. The defaulted supplier will be declared unfit/ineligible for up to 03 years. In case of blacklisting, all the existing contracts, if any, with the Chhattisgarh Markfed of the tenderer will stand cancelled and the security deposit will be forfeited. All recoverable amounts will be recovered from the tenderer.

44.3 If the tenderer or his related partner / business associate has been blacklisted by the Central Government / State Government / Central Agency / State Agency for supply of gunny bags, then such tender will not be considered and such tender will be treated as cancelled. The security deposit and security amount of the black listed tenderer will be forfeited and all recoverable amounts will be recovered from the tenderer.

44.4 On submission of false, fraudulent or incorrect information/documents by the tenderer, breach of the terms, instructions, conditions of the contract, then the contract will be terminated and the amount will be recovered by getting the work done at the risk and expense of the tenderer for the remaining period of the contract.

44.5 Conditional tender will not be considered.

44.6 The Managing Director reserves all the right to proceed under the above paragraphs.

45. **Miscellaneous:**

45.1 The Tenderer shall not load any other articles in the vehicles in which the Marketing Federation's Hdpe bags being transported.

45.2 The Managing Director, Markfed reserves the right to accept / reject any tender, in full / partial, without assigning any reason.

45.3 The Managing Director, Markfed has full right to relax the tender conditions, rules etc. in special circumstances in the interest of Chhattisgarh Markfed.

45.4 In case of any dispute arising out of with regard to the tender document and the provisions of the contract, the decision of the Managing Director, Markfed shall be final and binding on both the parties.

45.5 No application regarding rates and terms &conditions will be entertained by the tenderers after the opening of the tender.

45.6 The tender rates offered will be valid for 180 days from the date of submission of tender.

45.7 The accepted rates of the tender shall be valid from the date of opening of the tender till the tender period.

45.8 Tenderers who are debarred by Government / Government organization / Semi-Government organization on the date of tender submission date, will not be eligible to submit the tender.

45.9 Tenderers will be bound to abide by the orders issued by the Managing Director from time to time for smooth and successful operation of the work.

46. Amendment/Change in Tender

46.1 The Markfed may make necessary amendments, clarifications etc. in the terms and conditions of the tender up to 02 days before the due date for submission of tender.

46.2 All amendments, clarifications, corrections etc. will be published on the authorized e-tender website and official website of Markfed only.

46.3 All the tenderers are expected to keep a watch on the amendments displayed in this regard on the website of Chhattisgarh Markfed from time to time. The Chhattisgarh Markfed will not be

liable if the tenderer suffers any kind of error, confusion/doubt and failure/loss or damage of any kind due to the above modifications etc.

47. Laws/Laws Governing the Contract: - The Contract shall be governed by the laws/statutes for the time being in force in India i.e. applicable.

48. **Summary Termination**:- If the Tenderer is declared insolvent or is winding up or winding up his business or entering into any arrangement with his creditors or any provision of this contract or any of the terms and conditions governing the contract and fails to comply with the terms, his inefficiency in service causes loss to the Markfed, then the Markfed will terminate the contract immediately and the work for the remaining period of the contract will be done at the risk and cost of the tenderer and as a result The damage, loss, charges, expenses, costs incurred shall be recovered from the tenderer. In the event of the dissolution of a partnership firm duly constituted under the Partnership Act, the amount payable by the Chhattisgarh Markfed will be settled as per the orders of the competent court.

49. **Set off**: - This contract may set off/set off any claim by the tenderer from any amount due and payable to the tenderer under other contract with the Chhattisgarh Markfed.

50. Inspection of books of account: - Whenever so called by the General Manager or the authorized officer, the tenderer shall produce or cause to be produced for inspection a true copy or summary of any cost account book, receipts, letters, memorandums or instruments or any such document related to contract.

51. **Corrupt practice/bribery/commission etc.**: - Any bribe, commission or offer of profit made by or on behalf of the tenderers to any officer or servant of the Chhattisgarh Markfed for any favourable or unfavourable work or any promise made therefor, will debar their tenders from being considered. Any kind of publicity on his part by the tenderer will also cause his tender to be cancelled / rejected and action will be taken as per clause no. 43.2 for fraudulent conduct for 10 years.

52. Resolution of disputes: -

52.1 In case of dissatisfaction with the decision of the Managing Director, the Secretary, Food and Civil Supplies Department of CG government will be the only Arbitrator for dispute resolution. It will be mandatory for both the parties to report any dispute before taking it to court.

52.2 For resolving any dispute related to this tender contract, the jurisdiction for court proceedings will be Raipur (CG).

53. **Behaviour and Conduct**: - The tenderer and all the employees/workers employed by him/her will provide necessary cooperation in the supply work by being cordial and prudent with all the officers/employees of the Markfed.

Annexure-02

Bidder's Introduction and Brief Description

Bidder should paste his passport size photograph here, the tenderer will have to put his self attested signature in such a way that half on the photo and half on this page.

Sender ,

.....(Name of the tenderer and full permanent address)

.....

.....(Office Address)

.....

To,

Managing Director,

C.G. State Cooperative Marketing Federation Limited,

....

Subject: -selection of agency for sampling, inspection and testing of about 1,13,000 bales of HDPE bags for packaging of food grains.

Dear Sir,

C.G. State Cooperative Marketing Federation Limited, has read and understood the tender notice published for the above work and this document thoroughly.

2. I/We agree to abide by the terms and conditions of this document.

3. Summitting my rates for the said work.

4.My details are as under: -

4-1 1. Full Name of the Bidder

Address: -

Telephone number with office code

with residence code

mobile number

E-mail

fax number

2. Nature of Firm / Partnership Firm / Company Other Name and designation of the person signing the tender

Whether there is power of attorney / authorization letter

4-4 Name of the bank with branch (Write the account number) in which the payment is made. A cancelled check of the concerned bank account must be attached.

In the last 4-5 years, my/our security deposit has been forfeited under any tender of the Chhattisgarh Markfed. If yes, give details.

4-6 Have you ever been banned from tendering or work by this Chhattisgarh Markfed. If yes, give details.

If the supply work is entrusted to us by the Chhattisgarh Markfed, then we / I fully agree to enter into the contract by depositing the security amount as per rules within the stipulated period.

I/We also declare under oath that I/us/our firm/institution/company has not been blacklisted by any government/semi government/government agency till the date of submission of tender/in the upcoming tender of the concerned institution. not denied participation.

If any information is found to be incorrect/error in the affidavit as above, then my/our tender will be liable to be cancelled.

We / I do hereby declare that the entries made in the tender form and the appendices attached therewith are true to the best of my/our knowledge and belief and I shall be solely responsible for the same.

Date Signature of the bidder .....

Name ....

name of firm ....

Full Address ....

....

Status ....

Seal ....

Note - Fill the required details clearly in this and entry in the entire column is very necessary, otherwise the tender can be cancelled in the absence of required details.

Annexure - 03

This is the proforma of the financial bid, a table similar to the one given below will be displayed on the portal, in which the district wise rates are to be filled online only.

(This will be amended as per the requirement which will be binding on the bidder)

Inspection charges per bale (500 bags) HDPE bags for Sampling & Testing of Bags in Chhattisgarh as per BIS: 14887:2014 Norms.

With reference to above mentioned tender, I/We hereby submit our Price-Bid for the indented items as under:

S.No.	Particulars	Rates (Per Bale)
1	Sampling and testing of HDPE bag	
2	GST(if any)(Please indicate%)	
3	Total(In Figure)	

Total(In Words) _____

I/We have read all the terms and conditions of the NIT and the Annexure(s) thereto and agree to accept and abide by the same in toto. The above quotation has been prepared after taking into account all the terms and conditions of the NIT.

1. Tenderers must quote in the Proforma and all columns must be filled in. Incomplete Bids are likely to be rejected.
2. Deviations (if any) to NIT terms and conditions should be spelt out clearly.
3. In case of failure of lot-1, the re-testing of lot-2 shall be carried out by bidder at no extra cost

Annexure-4: Format for Earnest Money Deposit / Performance Bank guarantee (Bank Guarantee)

(To be valid for minimum period of six months on Rs.100/- (Rupees hundred only) Stamp Paper from a Scheduled Bank operable in Raipur, Chhattisgarh only)

This Deed of Guarantee executed at ——————————by ——————————(Name of the Bank) having its Head/Registered office at ——————————————————(hereinafter referred to as —the Guarantor) which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

In favour of The Managing Director, Nava Raipur Atal Nagar, having its office at, Nava Raipur Atal Nagar, 492002, Chhattisgarh (hereinafter called — MD, Markfed which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns);

Whereas M/s _____. a company formed under _____ (specify the applicable law) and having its registered office at _____ has been, consequent to conduct and completion of a competitive bidding process in accordance with the letter of requirements document No._____ dated __/__/2021 issued by MD, Markfed , and selected M/s _____ (hereinafter referred to as the Bidder) for the Agreement by MD, Markfed as more specifically defined in the aforementioned Document including statement of work and the Agreement executed between the MD, Markfed and Bidder. The Agreement requires the Bidder to furnish an unconditional and irrevocable Bank Guarantee for an amount of Rs. _____ /- (Rupees _____only) by way of security for guaranteeing the due and faithful compliance of its obligations under the agreement. Whereas, the Bidder approached the Guarantor and the Guarantor has agreed to provide a Guarantee being these presents:

Now this Deed witnessed that in consideration of the premises, we, _____ Bank hereby Guarantee as follows:

The Bidder shall implement the Project, in accordance with the terms and subject to the conditions of the Agreement, and fulfil its obligations there under.

We, the Guarantor, shall, without demur, pay to MD,Markfed Raipur an amount not exceeding Rs. _____ (Rupees _____ only) within 7 (seven) days of receipt of a written demand therefore from MD,Markfed Raipur stating that the Bidder has failed to fulfil its obligations as stated in Clause 1 above.

The above payment shall be made by us without any reference to the Bidder or any other person and irrespective of whether the claim of the MD,Markfed is disputed by the Bidder or not.

The Guarantee shall come into effect from_____ (Start Date) and shall continue to be in full force and effect till the earlier of its expiry at 1700 hours Indian Standard Time on _____ (Expiry Date) (both dates inclusive) or till the receipt of a claim, from the Directorate of Institutional Finance, Government of Chhattisgarh under this Guarantee, which is one month after the expiry of performance guarantee, whichever is earlier. Any demand received by the Guarantor from MD,Markfed prior to the Expiry Date shall survive the expiry of this Guarantee till such time that all the moneys payable under this Guarantee by the Guarantor to MD,Markfed

In order to give effect to this Guarantee, MD,Markfed shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents by MD,Markfed or by the extension of time of performance granted to the Bidder or any postponement for any time of the power exercisable by Director, DIF against the Bidder or forebear or enforce any of the terms and conditions of the Agreement and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of MD,Markfed Raipur or any indulgence by MD,Markfed to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

This Guarantee shall be irrevocable and shall remain in full force and effect until all our Obligations under this guarantee are duly discharged.

The Guarantor has power to issue this guarantee and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under _____.

In witness, whereof the Guarantor has set its hands hereunto on the day, month and year first here-in-above written.

Signed and Delivered by _____ Bank by the hand of Shri_____ its _____and authorized office.

Authorized Signatory _____Bank

Annexure 5

Profile of Bidder

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

Sl. No.	Item	Details
1	Name of Organisation	
2	Date of Incorporation	
3	Incorporated Address	
4	Postal Mailing Address	
5	Name, designation, Tel, Mobile, official e-mail of Authorised signatory	
6	Income Tax PAN No.	
7	Goods and Services Tax registration Number	

Annexure 6

Certificate for Financial Turn-over

Certified that M/s_____having its Registered Office at has been having average annual turnover of at least Rs. _____in last three 3 Financial Years. The details are as under:

Financial Year	Turn Over (Rs. Crore)
2019-20	
2020-21	

This certificate is issued based on documentary evidences and audited Accounts produced to me and copies of which are available with me which I shall be able to produce if required by the Makfed. The certificate is true and correct to the best of my knowledge and belief.

Signature:	
Name of the person signing:	
Designation:	Company Head/Chartered Accountant
Name of the firm:	
Registration No./Membership No.	
Address	
Email address:	
Contact Numbers:	

Date:-

Annexure 7

Proforma of Bank Guarantee (TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

In consideration of the CG Markfed having its Headquarters at 6th Floor, Tower 'C', Commercial Complex, C.B.D., Sector-21, Atal Nagar, Raipur (C.G.) 492002, (hereinafter called `CG MARKFED) and having agreed to accept the additional security deposit in the form of Bank Guarantee under the terms and conditions of the contract No._____, dated _____ made between the CG MARKFED and Bidder for "Sampling, testing and inspection of HDPE/PP bags" (hereinafter called the 'contract') for the due fulfilment by the said Bidder of the terms and conditions and obligations contained in the said contract, we (NAME OF BANK), (hereinafter referred to as `the Bank') at the request of (Bidder) do hereby undertake to pay on demand by CG MARKFED an amount not exceeding Rs._____/- (Rupees _____ only).

We (NAME OF BANK) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand by CG MARKFED. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, the Bank's liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ __/- (Rupees _____ only).

We undertake to pay to the CG MARKFED any money so demanded not withstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present guarantee being absolute and unequivocal.

The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.

We, (NAME OF THE BANK) further agree that the guarantee herein contained shall remain in full force and effect during the period from _____to _____ and six months thereafter. The guarantee shall continue to be enforceable till all the dues of the CG MARKFED under or by virtue of the said contract have been fully paid & its claims satisfied or discharged or till the CG MARKFED certifies that the terms and conditions of the said contract have been fully and properly carried out by said Bidder and accordingly, discharges this guarantee. Unless, a demand or claim under this guarantee is made on us in writing on or before (date)___ we shall be discharged from all liability under this guarantee thereafter.

We, (NAME OF THE BANK) further agree with the CG MARKFED that the CG MARKFED shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the CG MARKFED against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder or for any forbearance, act or commission on the part of the CG MARKFED or any indulgence by the CG MARKFED to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the Constitution of the Bank or the Bidder.

The guarantor hereby declare that it has power to execute this guarantee and the executant has full power to do so on its behalf under the proper authority granted to him/them by the guarantor.

We, (NAME OF THE BANK) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the CG MARKFED in writing.

Dated the day of for (NAME OF THE BANK)